

REPORT
OF
THE ATTORNEY GENERAL,

MADE

In compliance with a resolution of the Senate, relative to the title conveyed to the United States by the city of San Francisco, to lots No. 5 and 6 in hospital square, in that city.

FEBRUARY 18, 1859.—Ordered to lie on the table and be printed.

ATTORNEY GENERAL'S OFFICE,
February 17, 1859.

SIR: In compliance with the resolution of the Senate, passed on the 30th day of March last, directing me to examine the title conveyed to the United States by the city of San Francisco, on the 11th December, 1852, I have the honor to report that:

I transmitted to the District Attorney of the United States at San Francisco all the papers within my reach, accompanied with instructions to examine the whole subject fully, and make report as soon as possible. By the last steamer from California I have received his report, which I herewith send you, to be laid before the Senate.

The report being somewhat voluminous, I have analysed it so as to arrange under each point of inquiry, the facts which specially pertain to it.

I have no personal knowledge of this title, nor are there in my office any papers or records from which I am able to pronounce an opinion about it. My only sources of information upon the subject are these documents which I am now transmitting.

Yours very truly,

J. S. BLACK.

Hon. J. C. BRECKINRIDGE,

Vice President of the United States and President of the Senate.

Synopsis of report made by the District Attorney of the United States.

"1. Resolved, That the Attorney General be directed to make a careful examination of the nature and validity of the title conveyed to

the United States by the city of San Francisco, on the 11th December, 1852, and report to the Senate :

“ First, whether any and what defects exist in said title ? ”

Upon this point Mr. Della Torre does not express an opinion, but states facts showing that all the title which the city possessed was, in the year 1851, divested by a sheriff's sale at the suit of Samuel A. Morrison, and that on the 23d of October, 1851, the sheriff's deed was made in pursuance of such sale. This deed being prior to the quit claim given to the United States, it follows that the title conveyed on the 11th December, 1852, was not good.

2. “ Second. Whether the parties to whom the lots five and six, in the hospital square at San Francisco, were conveyed by sheriff's deed in 1851, have valid title to said lots under said conveyances, and are competent now to transfer valid title to the United States ? ”

Upon this point Mr. Della Torre gives no opinion, but he shows by his history of the title that the city, prior to the sheriff's sale, had a clear right to all but the water lot portion of lots five and six in fee ; that the city also had a lease for ninety-nine years for the water lot portion ; that all of this interest is vested in Holladay and others who claim under the sheriff's deed ; that they also hold a release from the State, of the reversion in the water lot portion of lot number “ five,” and that they have an agreement from the holders of the outstanding reversion in the water lot portion of number “ six ” by which they can procure a conveyance, if the United States will make the purchase.

3. “ Third. What is the present value of said lots five and six, and whether said lots are indispensable for the use of the hospital ? ”

Upon these points Mr. Della Torre expresses no opinion, but refers to the affidavits of A. A. Selover, Richard H. Sinton, and Henry A. Cobb, real estate agents or brokers in San Francisco, each of whom declares that the lots numbers “ five ” and “ six ” are worth \$15,000 apiece. Mr. Della Torre also refers to the statement of Benjamin F. Washington, collector of the port, who says that one auctioneer whom he consulted, valued them at \$12,500 apiece, and another valued them at \$3,500 apiece. The latter, the collector thinks, is the true valuation.

Upon the other point, the collector says that the lots are not indispensable to the use of the hospital, but that they would add to its conveniences, and preserve the healthy breezes of the locality by keeping an open space.

4. “ Fourth. Whether there are any outstanding claims of title to any other part of said hospital square ? ”

He knows of none, but has heard of “ Colton grants,” which are considered as worthless.

5. “ Fifth. Where the claimants of said lots resided, or whether they had notice of the purchase by the government, and knew of the erection of the hospital, or made objection thereto ? ”

Mr. Della Torre says : The claimants resided in San Francisco, and have done so for several years. They knew of the purchase by the government. They made no objection to the erection of the hospital, but the building is not on any part of their claim. They did object, however, to the enclosure of lots number five and six by the government, and applied for an injunction against the United States marshal and steward of the hospital, which was granted.

DOCUMENT NO. 1

Diagram showing the position of the United States Marine Hospital on Rincon Point, San Francisco, Cal.

[See original for diagram.]

DOCUMENT No. 2.

Decree of Board of Land Commissioners, confirming the claim of the city of San Francisco to the pueblo lands.

THE CITY OF SAN FRANCISCO vs. THE UNITED STATES.

In this case, on hearing the proofs and allegations, it is adjudged by the commission that the claim of the petitioner is valid, and it is therefore decreed that the same be confirmed. The land of which confirmation is made is that known by the name of the pueblo lands of San Francisco, and is bounded as follows: Beginning at the little cove to the east of the fort and running across the beach, so as to leave the fort and Casa Mateo to the north; thence running along the beach to Point Lobos on its southern part; thence a straight line to the summit of the Devisadero, continuing said line to the east as far as the "Punta del Rincon," including the "Canutales" and "El Gentil," the said line will terminate within the bay of the mission of Dolores, the estuary of which will form a natural boundary between the municipal jurisdiction of that pueblo and the said mission of Dolores; thence along the shore of the bay of San Francisco, as it existed in the year 1834, to the point of beginning. For more particular description, reference to be had to the copy of the order from Governor José Figueroa to General Mariano G. Vallejo, dated Monterey, November 4, 1834, marked Exhibit No. 18 to the deposition of M. G. Vallejo, taken in No. 280, H. J. T., and now on file among the papers in the case.

ALPHEUS FELCH,
R. AUGUSTUS THOMPSON,
S. B. FARWELL,
Commissioners.

Endorsed: No. 280, city of San Francisco. Decree of confirmation. Filed in office December 21, 1854.—Geo. Fisher, Secretary. Recorded in vol. 3 Decis., p. 447.

UNITED STATES SURVEYOR GENERAL'S OFFICE,
San Francisco, California.

I, J. W. Mandeville, United States surveyor general for California, and as such having in my custody the papers of the late board of land commissioners to ascertain and settle the private land claims in Cali-

fornia, do hereby certify the foregoing to be a full, true, and correct copy of the decree of confirmation of said commissioners in case No. 280 in the docket of said board, together with the endorsements thereon, as the same is on file in my office.

Given under my hand and official seal this nineteenth day of November, 1857.

J. W. MANDEVILLE,
United States Surveyor General.

DOCUMENT No. 3.

Certified copy of the final decree of the United States district court, confirming the decree of the land commission.

At a stated term of the district court of the United States of America for the northern district of California, held at the court room in the city of San Francisco, on Monday, the thirteenth day of March, in the year of our Lord one thousand eight hundred and fifty-seven:

Present: The Hon. OGDEN HOFFMAN, *District Judge.*

THE UNITED STATES vs. MAYOR AND COMMON COUNCIL CITY OF SAN FRANCISCO.—D. C. 427, L. C. 280.

The Attorney General of the United States having given notice that appeal will not be prosecuted in this cause, and a stipulation to that effect having been entered into by the United States Attorney—

On motion of the district attorney, it is ordered, adjudged, and decreed that the appeal taken by the United States from the decision of the United States land commission in this case be dismissed, and that claimants have leave to proceed under the decree of said commission, heretofore rendered in their favor, as under final decree.

OGDEN HOFFMAN,
U. S. District Judge.

Endorsed: Filed March 30, 1857.

JOHN A. MONROE, *Clerk,*
By W. H. CHEVERS, *Deputy.*

I, John A. Monroe, clerk of the district court of the United States for the northern district of California, do hereby certify the foregoing to be a full, true, and correct copy of the original now on file and remaining of record in my office.

In testimony whereof, I have hereunto set my hand and affixed the [L. s.] seal of the said court, the 19th day of November, A. D. 1857.

JOHN A. MONROE, *Clerk.*
By Y. G. GRAYMES, *Deputy.*

DOCUMENT No. 4.

In place of certificate of Surveyor General.

The certificate of the United States Surveyor General I cannot get at present, as he is unwilling to give his certificate to the obvious fact that this land is within the limits of the tract of land confirmed to the city, and the reason given is that there has not been a final survey. If it is deemed necessary, I will get such certificate after the final survey has been made, and then forward it on.

S. W. HOLLADAY.

DOCUMENT No. 5.

Certified copy of judgment.

STATE OF CALIFORNIA.

In the district court of the fourth judicial district in and for the county of San Francisco.

No. 558.—SAMUEL A. MORRISON *vs.* THE CITY OF SAN FRANCISCO.

This day came the said parties, by their attorneys, and the court having heard the evidence, (sitting as a jury, the jury being waived by the parties,) finds for the plaintiff in the sum of \$2,477 42:

Wherefore, it is ordered and adjudged by the court now here, that the said plaintiff, Samuel A. Morrison, do have and recover of and from the said defendant, the city of San Francisco, the said sum of twenty-four hundred and seventy-seven dollars and forty-two cents, and also all costs herein expended; and that the said plaintiff do have his lien on the "California street wharf," situated at the foot of California street, in the city of San Francisco, and upon the piling, capping, planking erections and constructions thereon, for the payment of said judgment and costs.

Judgment rendered May 19, 1851.

Signed May 23, 1851.

JOEL ROBINSON, *D. J.*

I hereby certify the foregoing to be a true copy of the judgment rendered in the above entitled cause, as recorded in Liber A of Judgments, page 243, No. 558.

Attest my hand and seal of said district court, this 19th day of [L. s.] November, A. D. 1857.

WM. DUER, *Clerk.*

W. BARTLETT, *Deputy Clerk.*

DOCUMENT No. 6.

Copy of deed from Jno. C. Hays, sheriff, to James Blair, conveying lot No. 6.

JOHN C. HAYS, SHERIFF, TO JAMES BLAIR.

This indenture, made this twenty-third day of October, 1851, between John C. Hays, as sheriff of the county of San Francisco, of the first part, and James Blair, of the city and county of San Francisco, and State of California, of the second part; whereas, heretofore, to wit, on the nineteenth day of May, A. D. 1851, in the district court of the 4th judicial district, one Samuel A. Morrison did recover a judgment against the city of San Francisco for the sum of twenty-four hundred and seventy-seven dollars and forty cents, and costs, and the accruing costs in said suit, I did, by virtue of an alias execution, tested the 30th day of August, 1851, seize and take in execution all the right, title, and interest of said city in and to the following described property, to wit: That fifty vara lot, commencing at the south-easterly intersection of Folsom and Front streets; thence running southeastwardly on Front street fifty varas; thence northeastwardly parallel to Folsom street fifty varas; thence northwestwardly fifty varas to Folsom street; thence along the line of Folsom street fifty varas to the point of beginning. Also, that other piece or parcel of land being a fifty vara lot, commencing at a point fifty varas south-eastwardly from the southwesterly section of Folsom and Spear streets; thence running southwestwardly parallel to Folsom street fifty varas; thence southeastwardly parallel to Front street fifty varas; thence fifty varas to Spear street; thence along the line of Spear street northwestwardly fifty varas to the point of beginning. And whereas I, the said John C. Hays, as sheriff as aforesaid, did advertise the same according to law, to be sold at the court-house in the city of San Francisco, on the twenty-third day of October, A. D. 1851, at twelve o'clock in the forenoon, at which time and place I did also offer the same at public sale and outcry, and the said James Blair then and there having bid for the said land and premises the sum of seven hundred and ten dollars, and he then and there being the highest bidder therefor, I did strike off the same to him, and he then and there became the purchaser thereof. Now this indenture witnesseth, that I, the said John C. Hays, as sheriff of the county of San Francisco, and by virtue of the power in me vested, and of the execution to me directed, and for and in consideration of the sum of seven hundred and ten dollars to me in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and do by these presents grant, bargain, sell, and convey unto the said James Blair, and to his heirs and assigns forever, the said described land and premises, unto the said James Blair, his heirs and assigns forever, as fully and absolutely as I, the said John C. Hays, as sheriff as aforesaid, may or can lawfully sell or convey the same. In witness whereof, I, the said John C. Hays, sheriff as aforesaid,

have hereunto set my hand and seal the day and year above written. The words "and also a decree for the foreclosure and sale of certain premises in said order and decree particularly described, to wit," erased before signing.

[SEAL.]

JOHN C. HAYS,
Sheriff.

Signed, sealed, and delivered in the presence of—
THOMAS P. JOHNSON.

STATE OF CALIFORNIA,
County of San Francisco.

On this 24th day of October, A. D., 1851, before me, the county clerk for said county, personally appeared John C. Hays, known to me to be the person described in and who executed the foregoing and within instrument of writing, and who acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein set forth. Witness my hand and the seal of my office the day and year above.

[SEAL.]

JNO. E. ADDISON,
County Clerk.

The preceding is a true copy of the original, recorded at the request of James Blair November 1, 1851, at 1 o'clock, p. m.

JOHN A. MCGLYNN,
County Recorder.

I, G. W. Beckh, county recorder in and for the city and county of San Francisco, do hereby certify that the foregoing is a true, complete, and perfect copy of an original record now in my office, as will appear by reference to "Liber 9 of Deeds, page 33."

Witness my hand and official seal, this 18th day of November, A. [SEAL.] D. 1857.

G. W. BECKH,
County Recorder,
Per H. MAILS,
Deputy.

DOCUMENT No. 7.

James Blair to C. W. Gunnell.

This indenture, made the second day of January, in the year one thousand eight hundred and fifty-two, between James Blair, of the city of San Francisco, State of California, of the first part, and Charles W. Gunnell, of the same place, of the second part, witnesseth: that the said party of the first part for and in consideration of the sum of eight hundred dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, has remised, released, and quit-claimed, and

by these presents does remise, release, and quit-claim unto the said party of the second part, and to his heirs and assigns forever, one undivided half of the following described property, to wit: that fifty vara lot, commencing at the southwesterly intersection of Folsom and Front streets; thence running southwesterly on Folsom street fifty varas; thence southeastwardly parallel to Front street fifty varas; thence northwestwardly fifty varas to Front street; thence northwestwardly fifty varas to the point of beginning; said property having been conveyed to said Blair by John C. Hays, as recorded in the book of deeds of said county, liber 9, page 34; also, one undivided one-half of the following described property, to wit: that fifty vara lot, commencing at the southeasterly intersection of Folsom and Front streets; thence running southeasterly on Front street fifty varas; thence northeastwardly parallel to Folsom street fifty varas; thence northwestwardly fifty varas to Folsom street; thence along the line of Folsom street fifty varas to the point of beginning; also, one undivided one-half of the following property, to wit: commencing at a point fifty varas southeastwardly from the southwesterly intersection of Folsom and Spear streets; thence running southwesterly parallel to Folsom street fifty varas; thence southeastwardly parallel to Front street fifty varas; thence fifty varas to Spear street; thence along the line of Spear street northwestwardly fifty varas to the point of beginning, being property conveyed by John C. Hays to James Blair, recorded in book of deeds, liber 9, page 33: Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also, all the estate, right, title, interest, of him in said property, possession, claim, and demand, whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to, the above described premises, and every part and parcel thereof, with the appurtenances, to have and to hold all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

JAMES BLAIR. [L. s.]

Sealed and delivered in the presence of—

CHARLES McC. DELANY.

STATE OF CALIFORNIA, }
County of San Francisco, } ss.

On this second day of January, A. D. 1852, personally appeared before me, a notary public in and for said county, James Blair, esq., known to me to be the same person described in, whose name is subscribed to, and who executed the within conveyance, and acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein expressed. Witness my hand and official seal.

CHARLES McC. DELANY, [L. s.]
Notary Public.

The preceding is a true copy of the original, recorded at request of C. W. Gunnell January 10, 1852, at 10 o'clock a. m.

JOHN A. MCGLYNN,
County Recorder.

I, G. W. Beckh, county recorder in and for the city and county of San Francisco, do hereby certify the foregoing to be a true, complete, and perfect copy of an original record now in my office, as will appear by reference to "liber 8 of deeds, page 367."

Witness my hand and seal of office, this 17th day of November, A. [L. s.] D. 1857.

G. W. BECKH,
County Recorder.

DOCUMENT No. 8.

John C. Hays, sheriff to J. G. Ames and S. W. Holladay.

This indenture, made this twenty-third day of October, A. D. 1851, between John C. Hays, as sheriff of the county of San Francisco, of the first part, and J. G. Ames and S. W. Holladay, of the city and county of San Francisco, and State of California, of the second part. Whereas heretofore, to wit, on the nineteenth day of May, A. D. 1851, in the district court of the fourth judicial district, one Samuel A. Morrison did recover a judgment against the city of San Francisco for the sum of twenty-four hundred and seventy-seven dollars and forty cents, and costs, and the accruing costs in said suit, I did, by virtue of an alias execution, issued out of and under the seal of said court, tested the 30th day of August, 1851, seize and take in execution all the right, title, and interest of said city, in and to the following described property, to wit: That certain fifty vara lot, commencing fifty varas southwardly from the southeasterly intersection of Folsom and Front streets; thence running northeastwardly, parallel to Folsom street, fifty varas; thence southeastwardly, parallel to Front street, fifty varas; thence southwestwardly fifty varas to Front street; thence northwestwardly to the place of beginning fifty varas: And whereas I, the said John C. Hays, as sheriff as aforesaid, did advertise the same, according to law, to be sold at the court-house in the city of San Francisco, on the twenty-third day of October, A. D. 1851, at twelve o'clock in the forenoon, at which time and place I did also offer the same at public sale and outcry; and the said J. G. Ames and Holladay then and there having then and there bid for the said land and premises the sum of one hundred and fifty dollars, and he then and there being the highest bidder therefor, I did strike off the same to him, and he then and there became the purchaser thereof. Now this indenture witnesseth that I, the said John C. Hays, as sheriff of the county of San Francisco, and by virtue of the power in me vested, and of the execution to me directed, and for and in consideration of the sum of o

hundred and fifty dollars to me in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and do, by these presents, grant, bargain, sell, and convey unto the said Ames and Holladay, and to his heirs and assigns forever, the said described land and premises, with the appurtenances, unto the said Ames and Holladay heirs and assigns forever, as fully and absolutely as I, the said John C. Hays, as sheriff as aforesaid, may or can lawfully sell or convey the same. In witness whereof, I, the said John C. Hays, sheriff as aforesaid, have hereunto set my hand and seal, the day and year above written. The words, "and also a decree for the foreclosure and sale of certain premises in said order and decree particularly described, to wit," erased before signing.

JOHN C. HAYS, *Sheriff*. [L. s.]

Signed, sealed, and delivered in presence of—

THOMAS P. JOHNSON.

STATE OF CALIFORNIA, *County of San Francisco*.

On the 24th day of October, A. D. 1851, before me, the county clerk for said county, personally appeared John C. Hays, known to me to be the person described in, and who executed the foregoing and within instrument of writing, who acknowledged to me that he executed the same freely and voluntarily, for the uses and purposes therein set forth. Witness my hand and the seal of my office the day and year above.

[L. s.]

JOHN E. ADDISON,
County Clerk.

The preceding is a true copy of the original, recorded at the request of S. W. Holladay, October 24, 1851, at half-past 3 o'clock p. m.

JOHN A. MCGLYNN,
County Recorder.

I, G. W. Beckh, county recorder in and for the city and county of San Francisco, do hereby certify the foregoing to be a full, complete, true, and perfect copy of an original record now in my office, as will appear by reference to liber 9, of deeds, page 2.

Witness my hand and official seal this 19th day of November, A. [L. s.] D. 1857.

G. W. BECKH,
County Recorder,
Per H. MAILS, *Deputy*.

DOCUMENT No. 9.

John G. Ames to Dennis S. Perkins.

This indenture, made the sixteenth day of September, in the year of our Lord one thousand eight hundred and fifty-three, between John G. Ames, of the city of San Francisco, and State of California, of the 1st part, and Dennis S. Perkins, of the same place, of the second

part, witnesseth: That the said party of the first part, for and in consideration of the sum of fifteen hundred dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, at or before the ensealing and delivery of these presents, the receipt whereof is hereby acknowledged, hath remised, released, and quit-claimed, and by these presents doth remise, release, and quit-claim unto the said party of the second part, and to his heirs and assigns forever, all his right, title, and claim whatsoever, in all that certain lot of ground lying, being, and situate in the city of San Francisco bounded and described as follows: Commencing on the east side of Front (now Main) street, fifty varas south from the southeast corner of Folsom and Front streets; thence, southwardly, along the easterly side of Front street fifty varas; thence at right angles eastwardly, fifty varas; thence at right angles northwardly, fifty varas; thence at right angles westwardly, fifty varas to the point of beginning. The part of the above described lot hereby conveyed being the undivided two-thirds thereof, together with all and singular, the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in, or to the above described premises, and every part and parcel thereof, with the appurtenances. To have and to hold, all and singular the above mentioned and described premises, together with the appurtenances, unto the said party of the second part, his heirs and assigns forever.

In witness whereof, the said party of the first part hath hereunto set his hand and seal, the day and year first above written.

JOHN G. AMES. [L. s.]

Sealed and delivered in the presence of—

W. C. PARKER.

STATE OF CALIFORNIA, }
County of San Francisco, } ss.

On this sixteenth day of September, A. D. 1853, before me, W. C. Parker, a notary public duly appointed and commissioned under the great seal of the State of California, authorized by law to take acknowledgments, dwelling in the city of San Francisco, county aforesaid, came John G. Ames, to me known to be the individual described in and who executed the within instrument, and acknowledged that he executed the same for the purposes therein mentioned, of his own free act and deed, freely and voluntarily.

[L. s.] In witness whereof, I have hereunto set my hand and affixed my official seal, the day and year above written.

W. C. PARKER,
Notary Public.

Recorded in the county recorder's office, county of San Francisco, in liber 33 of deeds, page 79, November 3, 1853, at 2 p. m.

JAMES GRANT,
County Recorder.

A true copy of an original re-recorded at request of S. W. Holladay, November 19, 1857, at 25 minutes past 12 m.

G. W. BECKH,
County Recorder,
Per H. MAILS, *Deputy.*

I, G. W. Beckh, county recorder in and for the city and county of San Francisco, do hereby certify that the foregoing is a full, true, complete, and perfect copy of an original record now in my office, as will appear by reference to "Liber 73 of deeds, page 222."

Witness my hand and official seal.

[L. s.]

G. W. BECKH,
County Recorder,
Per H. MAILS, *Deputy.*

SAN FRANCISCO, *November 19, 1857.*

DOCUMENT NO. 10.

Copy of an Ordinance dated April 10, 1852, authorizing the Mayor to convey six lots to the United States.

CLERK'S OFFICE, BOARD OF SUPERVISORS,
San Francisco, November 19, 1857.

Ordinance No. 280.]

For conveying certain lots to the government of the United States :

The people of the city of San Francisco do ordain as follows : That his honor the mayor be directed to convey on their behalf all their right, title, and interest to certain six fifty vara lots bounded and described as follows :

"On the east by Spear street, on the south by Harrison street, on the west by Front street, and north by the beach ; the whole comprehended within an area of one hundred varas by one hundred and fifty varas.

J. P. HAVEN,
President Board of Aldermen.

JAS. DE LONG,
President of the Board of Assistant Aldermen.

SAN FRANCISCO, *December 10, 1852.*

Approved :

C. J. BRENHAM,
Mayor.

MAYOR'S OFFICE, *December 9, 1852.*

I hereby certify the foregoing to be a true copy of an original ordinance now on file in this office.

DANIEL S. ROBERTS,
Clerk.

I, Milo Calkin, clerk of the board of supervisors of the city and county of San Francisco, and as such having in my official custody the records of the late city government, do hereby certify that the foregoing is a true copy of ordinance No. 280, "For conveying certain lots to the government of the United States," as the same appears of record in this office.

Given under my hand this 19th day of November, 1857.

MILO CALKIN,
Clerk.

DOCUMENT No. 11.

City of San Francisco, by C. J. Brenham, "Mayor," to United States of America.

Whereas by ordinance No. 280 of the common council of the city of San Francisco, it was ordained as follows: "The people of the city of San Francisco do ordain as follows: That his honor the mayor be directed to convey, on their behalf, to the United States, all their right, title, and interest in and to certain six fifty vara lots, bounded and described as follows: On the east by Spear street; on the south by Harrison street; on the west by Front street; and on the north by the beach, the whole comprehended within an area of one hundred varas, by one hundred and fifty varas." Now, therefore, this deed, made and entered into this 11th day of December, eighteen hundred and fifty-two, by and between the city of San Francisco, by Charles J. Brenham, the mayor thereof, party of the first part, and the United States of America, party of the second part, witnesseth, that for and in consideration of the premises and of the sum of one dollar, to the party of the first part in hand paid by the party of the second part, the receipt of which is hereby acknowledged, the said party of the first part doth, by these presents, grant, convey, and quit-claim unto the said party of the second part, all the right, title, interest, claim, and demand, legal or equitable, in possession, remainder, or reversion of the said party of the first part, in and to the premises aforesaid, and every part thereof, which premises are situate and being within the corporate limits of said city, and are bounded and described as set forth in said ordinance, to have and to hold the said premises, with all the privileges and appurtenances thereunto belonging unto the said party of the second part, forever.

In witness whereof, the said Charles J. Brenham, mayor of said

city, on behalf of said city, hath hereunto set his hand, and caused the official seal of said city, to be hereunto affixed the day and year aforesaid.

C. J. BRENHAM, *Mayor*. [SEAL.]

I hereby certify that the copy of ordinance No. 280, included within the foregoing deed, is a true copy of an original ordinance returned by the mayor to the common council with his approval, December 10, 1852.

EDWARD TOBY,
Clerk of the Common Council.

SAN FRANCISCO, *December 13, 1852.*

STATE OF CALIFORNIA, }
County of San Francisco, } ss.

On this 14th day of December, 1852, personally appeared before me, Frederick A. Sawyer, a notary public for said county, Charles J. Brenham, mayor of the city of San Francisco, and Edward Toby, clerk of the common council of said city, to me known to be the individuals described in and who executed the several instruments above to which their names are subscribed, and acknowledged to me that they executed the same freely and voluntarily, and for the purposes therein mentioned.

In testimony whereof I have hereunto set my hand and seal of office, the day and year last above written.

F. A. SAWYER, [L. S.]
Notary Public.

The preceding is a true copy of the original recorded at the request of T. B. King, December 14, 1852, 12 o'clock, m.

THOS. B. RUSSUM,
County Recorder.

I, G. W. Beckh, county recorder in and for the city and county of San Francisco, do hereby certify that the foregoing is a true, complete, full, and perfect copy of an original record now in my office, as will appear by reference to "Liber 19 of deeds, page 101."

Witness my hand and official seal.

G. W. BECKH, [L. S.]
County Recorder,

Per A. MAILS, *Deputy.*

SAN FRANCISCO, *November 19, 1857.*

DOCUMENT No. 12.

Certified copy of judgment in ejectment.

STATE OF CALIFORNIA.

District court of the twelfth judicial district in and for the county of San Francisco.

SAMUEL W. HALLADAY, CHARLES R. SAUNDERS, and DENNIS S. PERKINS, plaintiffs, vs. GEORGE LEVERS and MARY LEVERS, sued by the name of JOHN SMITH and AUGUSTA WILSON, defendants.

Judgment on verdict.

This cause came on regularly for trial. The said parties appeared by their attorneys. A jury of twelve persons was regularly empannelled and sworn to try said cause. Witnesses on the part of plaintiffs and defendants were sworn and examined. After hearing evidence, the arguments of counsel, and instructions of the court, the jury retired to consider their verdict, and subsequently returned into court, and being called answered to their names, and say they find a verdict for the plaintiffs:

Wherefore, by virtue of the law, and by reason of the premises aforesaid, it is ordered, adjudged, and decreed, that said plaintiffs have and recover from said defendants the sum of one hundred and twenty-two dollars and seventy-five cents, (\$122 75;) said plaintiffs' costs and disbursements incurred in this action.

And it is further ordered, adjudged, and decreed, that said plaintiffs have and recover from said defendants possession of a certain portion of the following described fifty vara lot, situate in the city and county of San Francisco, bounded and described as follows: Commencing on the easterly line of Main street, 137 feet 6 inches southeasterly from the southeasterly corner of Main and Folsom streets; running thence southeasterly along the said line of Main street, 137 feet 6 inches; thence northeasterly at right angles to Main street, 137 feet 6 inches; thence northwesterly parallel with Main street, 137 feet 6 inches; thence southwesterly at right angles to Main street, 137 feet 6 inches to the line of Main street, the place of beginning; said portion of said fifth vara lot being described as the southerly portion thereof, known by the following description: "Commencing at the southwest corner of said fifty vara lot; thence northerly along Main street, fifty (50) feet; thence at right angles easterly, 100 feet; thence at right angles southerly, fifty (50) feet, to the southern line of said fifty vara lot; thence at right angles westerly, 100 feet, to the place of beginning;" and that the said plaintiffs have their writ of possession therefor.

Decree rendered December 26, 1855.

A true copy of the decree rendered.

Attest, &c.

WM. DUER, *Clerk.*

WM. R. SATTERLEE, *Deputy Clerk.*

DOCUMENT No. 13.

Certificate of Hon. Edward Stanley as to title of the Claimants.

LAW OFFICE OF STANLEY & HARPES,
San Francisco, November 19, 1857.

To whom it may concern :

I hereby certify, that in the month of December, 1855, I was engaged as an attorney for the defendants in the trial of an action of ejectment in the twelfth district court of the county of San Francisco, wherein Dennis S. Perkins, Samuel W. Halladay, and Charles R. Saunders were plaintiffs.

The suit was brought to recover possession of a part of the fifty vara lot, on Rincon Point, lying on the easterly side of Main or Front street, and fifty vara southerly of Folsom Street.

On the trial of this suit, it became necessary for the plaintiffs to establish a title to the land in themselves, which the plaintiffs succeeded in doing against vigorous defence, interposed by myself and associate counsel. The result was a final judgment for the plaintiffs. The plaintiffs deraigned their title to the land from the city of San Francisco.

EDW. STANLEY.

DOCUMENT No. 14.

Copy of the order of the President of the United States to the United States Marshal.

The President of the United States of America to the marshal of the northern district of California, or other officer acting as marshal, greeting :

Whereas it appears that sundry persons have taken possession of or made settlements on lands ceded to the United States by the republic of Mexico, which lands belong to the tract on which the United States marine hospital at San Francisco has been erected, and are appurtenant thereto, of which the following is a description, viz : bounded on the east by Spear street, on the south by Harrison street, on the west by Front street, and on the north by the beach, which lands have not been sold, ceded, or leased by the United States, and to which no claim has been recognised by them : You are hereby directed to remove all such persons as may have taken possession of or made settlements on said lands within the boundaries herein described, and for so doing, this shall be your warrant.

Given under my hand at Washington, in the District of Columbia, this tenth day of December, one thousand eight hundred and fifty-five.

FRANKLIN PIERCE.

UNITED STATES MARSHAL'S OFFICE,
In and for the Northern District of California. }

I hereby certify the foregoing to be a true copy of an original document now in my possession, and delivered to me amongst the other papers pertaining to this office by my predecessor, James Y. McDuffie, upon the commencement of my official duties as United States marshal of said district.

Witness my hand, at the city of San Francisco, this — day of November, 1857.

P. L. SOLOMON,
United States Marshal.

DOCUMENT No. 15.

Copy of a letter from the United States district attorney to the marshal on the subject of the order from the President.

UNITED STATES DISTRICT ATTORNEY'S OFFICE,
San Francisco, November 24, 1856.

SIR: I have examined the act of Congress of 1807, entitled "An act to prevent settlements being made on lands ceded to the United States until authorized by law," and inform you that it will be my duty to commence criminal proceedings against such trespassers on the lot of the marine hospital as shall be found on it at the expiration of three months from official notice to quit. The penalty is \$100 and imprisonment not exceeding six months. Be pleased to report to me the names of those who fail to remove in compliance with your notice.

Very respectfully, yours,

WILLIAM BLANDING,
United States District Attorney.

J. Y. McDUFFIE, Esq.,
United States Marshal.

UNITED STATES MARSHAL'S OFFICE,
In and for the Northern District of California. }

I hereby certify the foregoing to be a true copy of an original document now in my possession, and delivered to me amongst the other papers pertaining to this office by my predecessor, James Y. McDuffie, upon the commencement of my official duties as United States marshal of said district. Witness my hand, at the city of San Francisco, this 19th day of November, 1857.

PERRIN L. SOLOMON,
United States Marshal.

Papers in support of the claim of S. W. Holladay and others to two lots in the United States marine hospital tract, at San Francisco, California.

Schedule of documents annexed to the claim of Charles W. Gunnell and others against the United States of America, showing the title of the claimants to two 50-vara lots situated on Rincon Point, within the block bounded by Spear, Harrison, and Front streets, and by the beach of the bay of San Francisco, in the city of San Francisco; which two lots are designated by the numbers 5 and 6, and which are also marked "Ames lot" and "Blair & Gunnell lot" on the accompanying diagram, which is marked Document No. 1:

Document No. 1 is the diagram above referred to, showing the position of the premises.

Document No. 2 is a certified copy of the decree of the board of the United States land commissioners, confirming the claim of the city of San Francisco to the lands within her corporate limits.

Document No. 3 is a certified copy of the final decree of the district court of the United States for the northern district of the State of California, affirming the said decree of the land commission, which is a final confirmation to the city of her claim to all the lands within her corporate limits.

Document No. 4 is a certificate of the United States surveyor general that the United States marine hospital lots mentioned on the diagram are all embraced within said decree of confirmation.

Document No. 5 is a certified copy of a judgment rendered in the district court of the fourth judicial district in the case of Samuel A. Morrison *vs.* The City of San Francisco, dated May 19, 1851, under which the claimants derive title to their lots, respectively.

Document No. 6 is a record copy, duly certified, of a deed dated October 3, 1851, from John C. Hays, sheriff of the county of San Francisco, to James Blair, conveying (amongst other property) the lot on said diagram marked "No. 6, Blair & Gunnell," by virtue of an execution issued upon said judgment of Morrison against the city.

Document No. 7 is a record copy, duly certified, of a deed dated January 22, 1852, from James Blair to Charles W. Gunnell, conveying (amongst other property) one undivided half of lot No. 6, also marked "Blair & Gunnell lot."

Document No. 8 is a record copy, duly certified, of a deed dated October 23, 1851, from John C. Hays, sheriff of the county of San Francisco, to John G. Ames and S. W. Holladay, conveying said Ames lot No. 5, under said execution of Samuel A. Morrison *vs.* The City of San Francisco.

Document No. 9 is a record copy, duly certified, of a deed from John G. Ames to Dennis S. Perkins, of all his right, title, and interest in said "Ames" lot, dated September 16, 1853.

Document No. 10 is a certified copy of an ordinance (No. 280) of the city of San Francisco, dated April 10, 1852, authorizing the mayor to convey to the United States six 50-vara lots therein mentioned, which includes the two lots in question.

Document No. 11 is a record copy of a deed, duly certified in pur-

suance of said ordinance, from C. J. Brenham, mayor of the city, purporting to convey the six lots mentioned in said diagram, also described in said ordinance, to the United States. Deed dated December 11, 1852.

Document No. 12 is a certified copy of a judgment for the plaintiffs in an ejectment suit, brought by D. S. Perkins and others, to recover the possession of said "Ames lot" No. 5.

Document No. 13 is a certificate, signed by the Hon. Edward Stanley, (late of North Carolina,) that said action involved the whole question of title to said lot, and established the title in the plaintiffs.

Document No. 14 is a certified copy of a warrant signed by President Pierce, directed to the marshal of the northern district of the State of California, commanding a removal of all persons from said hospital lots.

Document No. 15 is a copy of a letter from the United States district attorney to the marshal on the subject of said order from the President.

S. W. HOLLADAY,

For himself and O. S. Perkins and Gunnell & Blair.

A BILL for the relief of S. W. Holladay and others.

Be it enacted by the Senate and House of Representatives of the United States of America, as follows:

1. That the Secretary of the Treasury be, and is hereby, directed to ascertain the value of two lots in the marine hospital tract conveyed to the United States by the city of San Francisco on 11th December, 1852, which had been previously conveyed on 23d October, 1851—one to J. G. Ames, and the other to James Blair—and to pay to the persons holding those previous grants the amounts which shall appear to be the value of their respective interests, provided that the same shall not exceed the sum of ten thousand dollars for each of said lots.

Letter of Attorney General to District Attorney, San Francisco, California.

ATTORNEY GENERAL'S OFFICE,
May 4, 1858.

SIR: I enclose you herewith a printed copy of certain resolutions passed by the Senate, requiring me to investigate the title to the lots on which the hospital is built. This is the Globe's report, but it is authentic and full, except that the resolutions, as finally passed, embraced the amendment proposed by Mr. Collamer.

You will give this subject your careful attention, and as soon as you can satisfy yourself of the whole truth you will report to me an

accurate history of all the transactions connected with it, so as to give the Senate as perfect a view of it as possible.

I enclose you copies of all the papers transmitted to me by the Senate, of which the following is a list:

No. 1. Diagram of the position of the United States marine hospital at Rincon Point, San Francisco, California.

No. 2. Decree of the board of land commissioners, confirming the claim of the city of San Francisco to the pueblo lands.

No. 3. Certified copy of the final decree of the United States district court, confirming the decree of the land commission.

No. 4. Letter of S. W. Holladay, in place of certificate from United States surveyor general.

No. 5. Certified copy of judgment in the fourth district court, in the case of Samuel A. Morrison *vs.* The City of San Francisco.

No. 6. Copy of deed from J. C. Hays, sheriff, to James Blair, conveying lot No. 6, San Francisco.

No. 7. Certified copy of deed from James Blair to C. W. Gunnell.

No. 8. Certified copy of deed from J. C. Hays, sheriff, to J. G. Ames and S. W. Holladay.

No. 9. Certified copy of deed from J. G. Ames to D. S. Perkins.

No. 10. Copy of ordinance, dated December 10, 1852, authorizing the mayor of San Francisco to convey six specified lots to the United States.

No. 11. Certified copy of deed from city of San Francisco (by mayor) to the United States of America.

No. 12. Certified copy of a judgment in ejectment in the twelfth district court.

No. 13. Certificate of Hon. Edward Stanley, as to title of claimants.

No. 14. Copy of the order of the President of the United States to the United States marshal, December 10, 1855.

No. 15. Copy of a letter from the United States district attorney to United States marshal, San Francisco, on the subject of the order of the President of December 10, 1855.

A. Copy of bill (S. No. 175) for the relief of S. W. Holladay and others.

I am, respectfully, yours, &c.,

J. S. B.

P. DELLA TORRE, Esq.,

United States District Attorney, San Francisco.

A.

Copy of stipulation and order dismissing appeal on the part of the United States, upon notice from Attorney General.

CALIFORNIA LAND CLAIMS.

ATTORNEY GENERAL'S OFFICE,
February 27, 1857.

SIR: In the case of the claim of the city of San Francisco, confirmed to the claimant by the commissioners, case number two hundred and eighty, (280,) appeal will not be prosecuted by the United States.

I am, respectfully,

C. CUSHING.

WM. BLANDING, Esq.,
U. S. Attorney, San Francisco.

IN THE DISTRICT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF CALIFORNIA.

THE UNITED STATES *vs.* MAYOR AND COMMON COUNCIL OF THE CITY OF SAN FRANCISCO.—D. C. 427, L. C. 280.

SAN FRANCISCO, *March 30, 1857.*

In pursuance of a notice from the United States Attorney General, hereunto annexed, it is hereby stipulated and agreed that the appeal taken in this case from the decision of the United States land commission by the United States be dismissed; that the notice of intention to prosecute said appeal on behalf of the United States be withdrawn; and that claimants have leave to proceed under the decree of said land commission in their favor, as under final decree.

WM. BLANDING,
District Attorney.

J. B. CROCKETT,
Attorney for Claimants.

HALLECK, PEACHY & BILLINGS,
Attorneys for Claimants.

Endorsed: Filed March 30, 1857.

JOHN A. MONROE, *Clerk.*
By W. H. CHEVERS, *Deputy.*

At a stated term of the district court of the United States of America for the northern district of California, held at the courtroom in the city of San Francisco on Monday, the thirtieth day of March, in the year of our Lord one thousand eight hundred and fifty-seven—

Present: the Hon. Ogden Hoffman, district judge.

THE UNITED STATES *vs.* MAYOR AND COMMON COUNCIL OF THE CITY OF
SAN FRANCISCO.—D. C. 427, L. C. 280.

The Attorney General of the United States having giving notice that appeal will not be prosecuted in this case, and a stipulation to that effect having been entered into by the United States attorney—

On motion of the district attorney, it is ordered, adjudged, and decreed, that the appeal taken by the United States from the decision of the United States land commission in this case be dismissed, and that claimants have leave to proceed under the decree of said commission heretofore rendered in their favor, as under final decree.

OGDEN HOFFMAN,
United States District Judge.

Endorsed: Filed March 30, 1857.

JOHN A. MONROE, *Clerk.*
By W. H. CHEVERS, *Deputy.*

B.

Affidavit of J. B. McMinn.

STATE OF CALIFORNIA, }
City and County of San Francisco, } ss.

James B. McMinn, of lawful age, being duly sworn, doth depose and say: That he is the chief deputy county clerk in and for said county, and, as such, has in his charge and official custody the records, books, and papers of the district court of the fourth judicial district in and for said county, and is familiar with all of said records.

Deponent says he himself has made careful and diligent search for a certain execution issued out of said court on the judgment therein rendered, and of record, wherein Samuel A. Morrison was plaintiff, against the city of San Francisco, defendant, and has been unable to find the same, and believes it to be lost. Deponent further says that the records and papers, wholly or in part, in several hundred of the causes in said court for the years 1850, 1851, and 1852, are lost and missing from the files of said court, and amongst others known to be missing is the execution aforesaid. Deponent further says, that on the register of actions in said court, kept by the clerk thereof in the year 1851, appears, under the head of the suit of Samuel A. Morrison *vs.* The City of San Francisco, the following entry: "Execution, filing, entering, &c., \$3 50," which item, so charged, appears on and by said register to have been paid for accordingly, and is marked "paid," apparently in the handwriting of the other entries made by the clerk.

JAMES B. McMINN.

Sworn and subscribed before me, this 4th day of January, A. D. 1859.

JNO. HANNA,
Deputy County Clerk.

C.

Affidavit of D. O. Shattuck.

STATE OF CALIFORNIA, }
City and County of San Francisco. }

D. O. Shattuck, of lawful age, being duly sworn, doth depose and say: That he is an attorney at law by profession, of the age of forty years and upwards, and resides in said city and county, where he has resided most of the time since the year 1850.

That about the month of August, 1851, (deponent being then a practicing attorney in said county,) Samuel A. Morrison, the plaintiff in a certain judgment rendered in his favor, and of record in the district court of the fourth judicial district in and for said county, applied to deponent, as attorney, to have an execution issued thereon.

Deponent, pursuant to his request, did order an execution to issue upon said judgment, and the same was duly issued by the clerk of said court, and tested by the seal thereof, in due and legal form, and this deponent personally delivered the same to the sheriff for service, and gave the sheriff also a list of the property then belonging to the city of San Francisco, the judgment debtor in said judgment, and ordered the sheriff to advertise and sell said property.

That amongst the lots of land included in said list which deponent requested said sheriff to advertise for sale were the two 50-vara lots between Main and Stewart [Spear] streets, lying 137½ feet southeast of Folsom street, (marked 5 and 6 on the United States marine hospital plat.)

And said sheriff, John C. Hays, did accordingly advertise and sell said two lots under said execution.

Deponent further says that he remembers the above stated facts the more clearly for the reason that said plaintiff, Morrison, came to deponent's office and stated that he had the said judgment then unsatisfied; that it had cost him a good deal of money to obtain, and that he would spend no more money upon it, but offered deponent, as attorney, if he would collect said judgment, that he, said plaintiff, would give this deponent the one-quarter of the amount collected, but it should be without further costs to the plaintiff; upon which offer deponent said it was a bargain, and then proceeded to issue said execution, and delivered it to the sheriff, as above stated; and a sale of said two lots of land was made thereunder by said sheriff on or about the 23d of October, A. D. 1851. And this deponent received the proceeds of said sale from said sheriff, and endorsed his receipt for the same on said execution.

The word "Spear" interlined after the word "Stewart," on page two, before signing.

D. O. SHATTUCK.

Sworn and subscribed before me, this 31st day of December, 1858.

D. B. HEMPSTEAD, [L. s.]

*Notary Public within and for the City and County
of San Francisco, State of California.*

CC.

Affidavit of T. A. Brady.

STATE OF CALIFORNIA,
City and County of San Francisco, } *ss.*

T. A. Brady, of lawful age, being duly sworn, doth depose and say : That in the month of March, 1857, the deponent being then one of the deputy county clerks, and, as such, being one of the deputy clerks in the office of the clerk of the district court of the fourth judicial district in and for the city and county of San Francisco, he was requested and employed to search for the alias execution issued out of said court upon a judgment therein rendered May 20, 1851, in the suit of Samuel A. Morrison *vs.* The City of San Francisco, recorded in judgment book "A," page 243, No. 558.

Accordingly deponent searched very thoroughly, diligently, and carefully, for said execution, occupying several days in the search, among the archives and papers in said court, and appertaining thereto, and in every place where it was most likely to be found, but without finding said execution, whereby deponent became, and was, and still is, of the opinion and belief that said execution was and still is lost, and cannot, after extreme diligence, be found.

T. A. BRADY.

Sworn and subscribed before me, this 3d day of January, 1859.

WM. S. HIGGINS, [L. s.]

Notary Public.

D.

Copy of a deed from the California Land Commissioners to Holladay et al.

This indenture, made and entered into this twenty-third day of May, A. D. eighteen hundred and fifty-five, between Levi Hermance, president of the board of California land commissioners, Joseph Hopkins, and John S. Love, members thereof, of the first part, and Samuel W. Holladay, Charles R. Saunders, and Dennis S. Perkins, of the city and county of San Francisco, State of California, parties of the second part, witnesseth : That the said parties of the first part, for and in consideration of the sum of four hundred and twenty-five (\$425) dollars, in hand paid by the parties of the second part to the State of California, the receipt whereof is hereby acknowledged by us, as commissioners on the part of the State, have granted, bargained, sold, and quit-claimed, and by these presents do grant, bargain, sell, and quit-claim, unto the said parties of the second part, and to their heirs and assigns forever, "all the right, title, and interest, of the State of California" in the following described piece or parcel of land situate, lying, and being within the city of San Francisco, county of San Francisco, and State of California, known and described as follows, to-wit: All that certain San Francisco water lot situate on the

northeasterly side of Main street, described as follows, to-wit: commencing one hundred thirty-seven and a half ($137\frac{1}{2}$) feet southeastwardly from the southeasterly intersection of Folsom and Main streets; thence running northeastwardly, parallel with Folsom street, one hundred thirty-seven and a half ($137\frac{1}{2}$) feet; thence southeastwardly, parallel with Main street, forty-five feet ten inches, ($45\frac{10}{12}$); thence southwestwardly one hundred and thirty-seven and a half ($137\frac{1}{2}$) feet to Main street; thence northwestwardly, on the line of Main street, forty-five feet ten inches ($45\frac{10}{12}$) to the place of beginning; being lot number fourteen as designated on the map used by the parties of the first part, in their sales of beach and water lots advertised to take place on the 26th day of October, 1854.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, which are or may hereafter be the property of the State of California, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof, which may be due or become due to the State of California; and also all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the above described premises, and every part and parcel thereof, with the appurtenances as aforesaid: To have and to hold, all and singular, the above mentioned and described premises, together with the appurtenances as aforesaid, unto the said parties of the second part, their heirs and assigns, forever.

In witness whereof, the said parties of the first part, for and in behalf of the State of California, have hereunto set their hands and seals this day and year first above written.

LEVI HERMANCÉ, [L. S.]

President.

JOSEPH HOPKINS. [L. S.]

JNO. S. LOVE. [L. S.]

STATE OF CALIFORNIA, }
County of San Francisco, } ss.

Be it known, that on this twenty-third day of May, 1855, personally appeared before me the subscriber, a notary public for the State and county aforesaid, Levi Hermance, president, and Joseph Hopkins and John S. Love, personally known to me to be the persons who are described in, and who executed, the foregoing deed, and who acknowledged that they, as commissioners for the State of California, executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In testimony whereof, I have hereunto set my hand and affixed [L. S.] my seal of office the day and year last above written.

A. A. SILOVER,
Notary Public.

The above and foregoing is a true copy of a deed and the acknowledgement thereof exhibited to P. Della Torre, United States district attorney, &c., at San Francisco, January 4, 1859, and now in my possession.

S. W. HOLLADAY.

E.

The deposition of Abia A. Silover.

STATE OF CALIFORNIA, }
 City and County of San Francisco. }

The undersigned, Abia A. Silover being duly sworn, doth depose and say: That he has been for several years past, and still is, engaged in the purchase and sale of real estate in the city of San Francisco, California, whereby he is familiar with the prices and value of land in said city; that he has examined the two fifty-vara lots of land on Rincon Point, in the block bounded by Harrison, Spear, Front, (now called Main,) and Folsom streets, and numbered as lots five and six on the plot of the United States marine hospital lots, and situated $137\frac{1}{2}$ feet southeast of Folsom street, and parallel therewith, between Main and Spear streets; that, in the opinion of deponent, these two fifty-vara lots are now worth the sum of fifteen thousand dollars each. And further deponent saith not.

A. A. SILOVER.

Sworn and subscribed before me, this 22d day of October, A. D. 1858.

F. J. THIBAUT, [L. s.]
 Notary Public.

F.

The deposition of Richard H. Sinton.

STATE OF CALIFORNIA, }
 City and County of San Francisco. }

The undersigned, Richard H. Sinton, being duly sworn, doth depose and say: That he has been for several years past, and now is, engaged in the purchase and sale of real estate in the city of San Francisco, California, whereby he is familiar with the prices and value of land in said city; that he has examined the two fifty-vara lots of land on Rincon Point, in the block bounded by Harrison, Spear, Front, (now called Main,) and Folsom streets, and numbered as lots five and six on the plot of the United States marine hospital lots, and situated $137\frac{1}{2}$ feet southeast of Folsom street, and parallel therewith, between Main and Spear streets; that, in the opinion of deponent, these two fifty vara lots are now worth the sum of fifteen thousand dollars each. And further deponent saith not.

R. H. SINTON.

Sworn and subscribed before me, this 22d day of October, A. D. 1858.

F. J. THIBAUT, [L. s.]
 Notary Public.

G.

The deposition of Henry A. Cobb.

STATE OF CALIFORNIA, }
City and County of San Francisco. }

The undersigned, Henry A. Cobb, being duly sworn, doth depose and say: That he has been for several years past, and still is, engaged in the purchase and sale of real estate in the city of San Francisco, California, whereby he is familiar with the prices and value of land in said city; that he has examined the two fifty-vara lots of land on Rincon Point, in the block bounded by Harrison, Spear, Front, (now called Main,) and Folsom streets, and numbered as lots five and six on the plot of the United States marine hospital lots, and situated 137½ feet southeast of Folsom street, and parallel therewith, between Main and Spear streets; that, in the opinion of deponent, these two fifty-vara lots are now worth the sum of fifteen thousand dollars each. And further deponent saith not.

H. A. COBB.

Sworn and subscribed before me, this 25th day of October, A. D. 1858.

C. J. BRENHAM, [L. s.]
Notary Public.

H.

Report from B. F. Washington, esq., concerning lots 5 and 6, marine hospital grounds.

CUSTOM-HOUSE, SAN FRANCISCO,
Collector's Office, January 7, 1859.

SIR: In answer to your communication of the 31st ultimo, I would state, in reply, that I have made inquiry of two real estate auctioneers as to the value of lots 5 and 6, within the hospital enclosures. One of them estimates their value to be \$12,500 each, but the other informs me that they would not sell for cash, with a perfect title, to exceed \$7,000; for each lot only \$3,500. This, I apprehend, is nearer the mark, and what I regard to be the true value of the property.

I cannot say that they are "indispensable for the use of the hospital," though I deem their possession most important to the government. It is not well to contract the space now enclosed. The patients need room, and to dispense with two fifty-vara lots would leave but little ground to exercise in. Besides, the washing is all done on the premises, and it requires a great deal of space for that purpose. Those lots, too, are situated on the declivity of the hill, and large structures erected on them would cut off from the hospital the winds which prevail from that quarter during the summer months. The

location which is now so healthy might thereby be rendered a very sickly one. The same reason cannot apply to the lower lots, because they are not sufficiently elevated to ever obstruct the winds striking the hospital.

Very truly, your obedient servant,

BENJ. F. WASHINGTON,

Collector.

P. DELLA TORRE, Esq.,

United States District Attorney.

I.

Copy of statement of Major E. D. Keyes.

SAN FRANCISCO, July 10, 1852.

SIR: In answer to your letter of June 2, proposing certain inquiries relating to the government reserves in this vicinity, I have the honor to reply as follows. To avoid repetition, I will give such information as I possess of the separate reservations, instead of following the exact order of your interrogatories.

It appears that on the 6th day of October, 1846, Pio Pico, then commanding general of this department, made a grant of the Rancho de los Lobos to Benito Diaz, reserving the presidio and fort, the boundaries of which were not defined. This grant needed the approval of the departmental assembly, which it never obtained, for the reason, as is alleged by the present holders, that the disturbances in the country prevented its session.

It is understood that Benito Diaz sold his right to the Rancho de los Lobos to Thomas O. Larkin, who afterwards sold to Dexter R. Wright; and in 1849, the lands having become valuable, a conflict for their possession began between Wright, the claimant, and myself and the troops, as possessors on the part of the United States. The United States troops having had continuous possession since the early part of 1847, I succeeded in keeping possession, against the efforts of Wright and large numbers of squatters, until the spring of 1850. At that time the commission of engineers and naval officers having selected such portions of ground between the city of San Francisco and the ocean as were deemed necessary for the defences of the harbor, Dexter R. Wright entered into bonds to quit-claim to the United States the portions of the rancho so selected, for the consideration that the United States should immediately withdraw all military control from the remainder.

Mr. Wright's bond is dated April 27, 1852, and a map describing the boundaries of the presidio and Point San José reservations, may be found in the office of the commanding general of the Pacific division. At the same time I withdrew military control from the remainder of the Rancho de los Lobos, according to instructions from Brigadier General Riley, commanding the 10th military department.—(See papers marked A and B, herewith enclosed.)

Since the 27th of April, 1852, the President of the United States issued an order reserving from sale the lands selected by the military and naval commission for the defences of this harbor, and which embraces the San José, presidio and fort reservations. In the copy of that order, once shown to me by Mr. Allan A. Hall, (no copy was ever sent to me,) those reserves were not properly described, nor so described as to enable one to trace their outlines

The San José reservation is embraced within the present recognized limits of the city of San Francisco, I think, and a portion, if not the whole of it, has been laid out into lots and sold by squatters, and is, therefore, of course, lost to the government.

The San José reserve embraces not far from eighty acres, and is actually worth about \$25,000.

The presidio reservation embraces about 2,500 acres, (I only judge from looking and walking over it,) and is worth say \$500,000. It is clear from squatters, but the top of the highest hill is occupied for a telegraphic station by a man who entered by permission of the quartermaster in 1851, while the troops were absent in the Indian country. I understand he stipulated to occupy solely for the purposes of the telegraph; but as he has brought a plank on public grounds and set it up, he will hold the land forever, or he will belie all past experience.

Without entering into a discussion of the tenure of the Mexican authorities to the lands reserved by the President for the defences of this harbor, or of the merits of the grant by Pio Pico to Benito Diaz, I have no doubt the title of the United States to the whole of them is good, and that the government will be permitted to use such portions as it now has in actual possession.

I will now proceed to describe the public reserves on the eastern part of the city of San Francisco, and which, to my knowledge, have never been confirmed by Congress, nor, formally, by the President of the United States.

The 10th day of March, A. D. 1847, Brigadier General Stephen W. Kearny, United States army, governor of California, issued his proclamation ceding to the town of San Francisco, under certain stipulated conditions, the whole of the beach and water lots on the eastern front of the town, except such portions as might be selected by the senior officers of the army and navy there for public purposes.—(Paper marked C.)

It does not appear that any reservations were immediately made under the proclamation of General Kearny, as on the 23d of the following June Colonel Mason, successor to General Kearny, wrote to Major Hardie, then commanding this post, directing him to confer with Commodore Biddle, or other senior naval officer, and to make certain selections for government purposes.—(Paper D.)

Accordingly, Major Hardie, having made the selections, wrote to the alcalde (Hyde) on the 18th of July, 1847, to describe them, and to notify him of the fact and his authority.

He reserved all the portion of Rincon Point not marked off into lots, which is (now) marked on the map of San Francisco "Government Reserve;" also, all the lots bounded by Washington, Montgomery, and Jackson streets and deep water, and also all those lots bounded by

Sansom, Pacific, and Broadway streets and deep water. All were then, as they now are, marked on the map of San Francisco, "Government Reserve."—(See paper marked E.)

On the 30th September, 1847, Colonel Mason himself made another reservation, and directed Alcalde Hyde to dispose of no more land to the southward of Rincon Point and to the eastward of a line through the northwest corner of the Rincon Point reserve south, eleven degrees west; stating, further, that the land so reserved was intended for the use of the United States government, and that the southern boundary would be more particularly described when the town surveys should be complete.—(See paper marked F.)

As the reservation made by Colonel Mason was not defined at the south, it has not, to my knowledge, been since regarded. It has been sold or granted by the town, like other portions, without any subsequent interference on the part of the officers of the government of the United States.

I assumed command of the post of San Francisco the 1st of May, 1849, but I was not charged with the care of the reserves in the town of San Francisco till August of that year. In the letter of General Riley, of August 9, it is stated that Mr. Steinbergen and Mr. Thompson were the only persons entitled to occupy any portions of those reserves.—(See paper marked G.)

Mr. Steinbergen was in the actual possession of nearly all the dry land which was subsequently leased to him by myself, excepting the 50-vara lot at the corner of Sansom and Pacific streets, claimed and occupied by Mr. Thompson, and the other 50-vara lot fronting on Sansom street, for which Mr. B. R. Buckelew had what seemed a good title, with possession. Mr. Thompson had been permitted by Colonel Mason to occupy the 50-vara lot claimed by him until his claim could be decided at Washington. The matter was referred to Washington, and has never, to my knowledge, been acted on. That 50-vara lot is now owned, I understand, by several persons; and the same by Mr. Buckelew's lot. I have papers relating to Mr. Thompson's claim, which was not considered good by Colonel Mason, but I deem it superfluous to copy them.

I also found that Charles L. Ross had been permitted to occupy a portion of the block pointing on Montgomery street, between Jackson and Washington streets, and that he and others claimed the whole of that block. I found several buildings upon it, and that it was alleged to be covered by a Mexican grant to one Nye. I could never delve to the bottom of that claim, nor get possession of the block. Mr. Ross made \$100,000 from it, and it is now parcelled out among many innocent holders, and is mostly covered, or being covered, except the water front, with fine brick buildings.

Finding that the increase in the value of property and the propensity to squat had become so great that I could not protect the reserves, I proposed to General Riley the propriety of leasing them to responsible individuals for a term of years. I felt confident that in no other way could they be ultimately preserved to the United States. General Riley approved of my proposition, and on the 16th November, 1849, directed me to turn over to the collector a site for the custom-house,

and to lease the remainder under certain conditions. I obtained the highest price specified, and my leases were subsequently approved, reluctantly, by General Riley, as I had departed from his instructions in regard to time, but not materially in any other respect. I found that no responsible person would lease the lands for the short time specified by him, and as the delay necessary to write to Monterey would have been fatal, I got the best terms I could. I enclose General Riley's letter of November 16, marked H, and the leases to Messrs. Steinbergen and Shillaber, marked I and K.

The collector (Collier) accompanied me when I set off for the custom-house the ground on Broadway, two hundred and fourteen feet by one hundred and twenty feet, as described in the lease to Mr. Steinbergen. I understand that a more central site for a custom-house has been selected and surrendered from a portion of the reserve fronting on Battery street, which was leased to Mr. Shillaber: if so, the site originally intended for the custom-house (now much less central than the present site) will answer admirably for bonded warehouses, unless that portion shall have been given up to Messrs. Palmer, Cook & Co., in exchange for the other site. I have made no inquiry on this point.

In regard to the value of those reservations in the city which were leased, I do not deem it necessary to make a minute estimate. Supposing the titles to them to be good, with clear possession their value would be very great, as they embrace some of the best property in San Francisco.

I do not think the lessees have yet derived one penny's profit from any of the reservations, unless Mr. Steinbergen made something by selling out in a mass to Messrs. Palmer, Cook & Co. These latter gentlemen now hold by far the most valuable portions of the reservations, but they have not, to my knowledge nor in my belief, yet derived any profit. They assure me they have not, as the fires and continued lawsuits to get possession have swept away all the receipts.

Besides Messrs. Palmer, Cook & Co., there are numerous smaller claimants in and out of possession, some of whom are squatters, and some of whom purchased with faith more or less good, and with intents more or less pure. Those who claim in good faith under the leases ought to be protected by the leases, so far as they extend; and those who do not claim under the leases have not, to my knowledge, any other than squatter titles.

I cannot close this communication without referring to a letter from the Adjutant General's office, dated —, 1850, which was written after I had involved myself in a most vexatious and expensive lawsuit for having ejected squatters from the reserves by force. What bearing this communication might have upon the spirits of those who have only possessory titles I will not attempt to determine.

I have the honor to be, sir, your most obedient servant,

E. D. KEYES,

Capt. 3d Art'y, Com'g at San Francisco.

Major O. CROSS,

Quartermaster United States Army.

Report upon the title of lots Nos. 5 and 6, hospital grounds, San Francisco.

SAN FRANCISCO, *January 19, 1859.*

SIR: Pursuant to your instructions in relation to the lots Nos. 5 and 6 within the block upon which the United States hospital is built in this city, I ask to report.

The present claimants derive title from sheriff's sale, made upon execution under a judgment against the city of San Francisco. The United States hold a quit-claim deed from the city.

It will be requisite to examine, first, whether the city has at any time had any, and what, title in the premises; and next, whether, under the proceedings against the city, the claimants obtained the title which had been in the city.

The first point is requisite in order to ascertain whether any title can be supported in the United States independently of its claim through the city; the second, because the sheriff's deed to claimants is unquestionably prior in time to the release by the city to the United States.

The examination must further be made with regard to the nature of the land, as to whether it be high land or water lot, for the question of title may depend upon this circumstance. A portion of both lots is high land, and a portion water lot.

And first, as to the high land: The city of San Francisco claims that the lands in question were, among others, the property of its municipal corporation, and accordingly about the — day of —, 18 —, filed a petition before the board of land commissioners, claiming a confirmation for some four leagues of land.—(Case No. 280, land commission.) The commissioners held that, under the 14th section of the act of 1851, "it was the intention of Congress, when a town was proven to be in existence on the 7th of July, 1846, that a grant should be presumed for all the lands at that time held and occupied by such town as a municipal corporation under the laws of Mexico, including such lots as had been previously granted by the town or its lawful authorities. That, in accordance with such presumption, the land should be confirmed to the corporate authorities of the town, which confirmation should enure to the benefit of the lot holders under grants from the town, and should operate as a release of the rights of the United States to the remainder of the land in favor of the corporation for the common use and benefit of all the inhabitants without prejudice to the rights of third parties."

Applying these principles to the evidence in the case, the commission decided that the claim of the city was valid to some land, but not to the whole extent claimed, and proceeded to fix the boundaries. The lots in question are within the limits of the tract so confirmed to the city.

(The decree of the board will be found, marked No. 2, among the papers herewith returned.)

The city of San Francisco has appealed from that decree, and is now in the district court, insisting upon a confirmation to the whole extent originally claimed; but, on the part of the United States, the

appeal to the district court was dismissed on the 30th March, 1857, by order of Mr. Attorney General Cushing. A copy of the letter and stipulation based thereon, as filed in the district court, is sent herewith, and marked A.

Had the city also dismissed its appeal, this proceeding would have been binding upon the United States, and the decree of the board of land commissioners would have been "final and conclusive" against the government. But as it has been held in Ritchie's case, 17 Howard, that the so-called appeal to the district court is in reality the institution of a new proceeding, it may perhaps be doubted whether the whole question is not in this manner brought before the court upon the action of either party, totally unaffected by any dismissal of the appeal from the land commission on the part of the other.

How far under the present circumstances the rights of the United States are to be considered as bound by the dismissal of the appeal on their part, whilst the cause is being prosecuted in the district court by the claimants, I submit for your decision.

The supreme court of this State has held that it is binding upon the United States, and that all title which has accrued within the corporate limits since the 7th July, 1846, must be deraigned from the city. "The confirmation of the city title by the United States land commissioners, and the dismissal by the Attorney General of the United States of the appeal from their decision, has settled that no title to lands within the limits of the city can hereafter be acquired from the United States. It also follows that any title accruing to any individuals since the 7th July, 1846, must have been derived from the local authorities of the city."—(Norton vs. Hyatt, 8 Cala. Rep., page 539.)

It may be conceded that this is not one of those cases in which the United States courts would be bound to follow the decision of the State courts, but I refer to it that you may see how the action of the government has been construed here as affecting title. If the view of the court in Norton vs. Hyatt be correct, then the title to these lots as against the United States must be held to have vested in the city as far back as July 7, 1846; and, as between the United States and the present claimants, the party who first obtained the legal title from the city must prevail.

This brings us to an examination of the question as to what party first acquired the city title, whatever it may be, to this property. As the claimants, Messrs. Holladay and others, derive title under sheriffs' deed in the case of Samuel A. Morrison vs. The City of San Francisco, I have examined the record of that case; it is in the district court of the fourth judicial district of this State, a court of competent jurisdiction. The complaint was filed on the 3d of January, 1851, and the sheriff's return shows that the process thereon was executed "by serving it on William Green, president of the board of aldermen, acting mayor of the city of San Francisco, in the absence of John W. Geary, mayor, personally, by copy of this writ, together with a copy of the complaint, January 18, 1851. John C. Hays, sheriff, by J. Caperton, deputy sheriff."

The mode of service, as prescribed by the California act of 1850, 1st Statutes at Large of California, chapter 142, section 26, page 430, was
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in the case of a corporation, by delivering the summons, together with a copy of the complaint, "to the president, or other head of the corporation, secretary, cashier, or managing agent thereof." By the then charter of the city of San Francisco, it was provided that "the president of the board of aldermen shall exercise the duties and receive the compensation of mayor, whenever and so long as from any cause said office of mayor shall be vacant, or the mayor be absent from the city."—(Statutes of 1850, chap. 99, art. iii, sec. 4, p. 227.)

On the 19th of May, 1851, judgment was had for the plaintiff, and on the 26th May, 1851, execution was issued against certain other property of the defendants; but I cannot find the original execution, by virtue of which the lots in question were sold by the sheriff. But the alias execution is recited in the sheriff's deed, and, as proof of the existence and loss of the said execution, the claimants have furnished affidavits of James B. McMinn and D. O. Shattuck, both of them gentlemen entitled to the fullest credence, from their character and standing in the community. Their affidavits are annexed, marked, respectively, B and C; also affidavit of T. A. Brady, marked CC.

Copies of the judgment and of the sheriff's deeds for these lots were sent out to me with the papers in this case, marked, respectively, Nos. 5, 6, and 8. They are herewith returned.

It might be objected that the act of 29th April, 1851, giving the right of redemption to sales of real estate under execution, having been passed before the sheriff's sale in this case, the proceedings should have been had in the mode pointed out by that act; but the point has been fully settled in favor of the mode adopted in this case, in the case of *Thorne vs. The City of San Francisco et al.*, 4th Cal. Rep., page 127.

The sheriff's deed, conveying this property to the parties from whom claimants deraign title, bear date the 23d October, 1851, whilst the quit-claim from the city to the United States is of the date of the 11th December, 1852. Upon this point it only remains for me to add, that the city lands of San Francisco are liable to sale under execution against the city. This doctrine is firmly established and cannot be shaken. I refer for full exposition of the law to the recent case of *Welch vs. Sullivan*, 8th Cal. Reports, pages 165 and 511.

By reference to the plat sent me with the other papers in this matter, it will be perceived that a portion of these lots are water lots, the boundary of the high land being indicated by the dotted lines. The title to this depends upon different considerations.

It has always been held in this State, upon the authority of *Pollard's Lessee vs. Hagen*, 3d Howard, 212, that, upon the admission of California into the Union, the lands lying between the high water mark and the channel, vested immediately and absolutely in the State. Acting upon this doctrine, the State has at different times made provision for the disposal of this property. By the act of March 26, 1851, (*Wheeler's Land Titles*, page 114, *Compiled Laws of Cal.*, p. 764,) the use and occupation of all the beach and water lots described in the act, (including those in question,) was granted to the city of San Francisco for the term of ninety-nine years. A grant of the same term was also made to certain purchasers or grantees from the city,

(section 2.) If, then, the sale and conveyance by the sheriff, under the Morrison judgment, was valid, it must have operated to convey to the purchasers a term of ninety-nine years, of which the city was then possessed, leaving the reversion after the expiration of the term still in the State. On the 18th May, 1853, the State passed an act for the sale of her interest in the property described in the act of March 26, 1851, hereinbefore cited.—(See Compiled Laws Cala., page 767, particularly sections 7 and 8.)

The claimants to these lots propose to give title, acquired by purchase under this law from commissioners duly appointed to act therein, of all the interest and reversion that remained in the State after the act of 1851. They have furnished me with a copy of their deed to water-lot portion of Lot No. 5, which is enclosed, and marked D; the conveyance of the water-lot portion of No. 6 is outstanding, but claimants, of course, will procure it, if the United States decide to make the purchase, and have now an agreement to that effect from the holders.

I am also further instructed to inquire “where the claimants of said lots reside, and whether they had notice of the purchase by the government and knew of the erection of the hospital, or made any objection thereto.”

In reply, I beg to say, the parties claiming these lots 5 and 6 have been for several years residents of the city of San Francisco. They were aware of the quit-claim deed by the city to the United States. They were also aware of the building of the hospital, and made no objection. It is to be observed that the hospital building is upon no part of their claim. When the government proceeded to fence in lots 5 and 6 claimants remonstrated, and filed their bill in the superior court of the city of San Francisco against James Y. McDuffie, then United States marshal, and — Nye, then steward of the hospital, for an injunction restraining them from so doing, which was granted.

One of the Senate resolutions inquires “what is the present value of said lots 5 and 6, and whether the said lots are indispensable for the use of the hospital?”

The claimants have furnished me with affidavits as to the value of these lots from three real estate brokers of this city, which are herewith enclosed, and marked E, F, and G.

Upon that point, and upon the other branch of the inquiry directed by this last resolution, I ask to annex a report of B. F. Washington, esq., collector of the port, under whose supervision the institution is placed by law. I am personally not sufficiently informed upon the point of the necessity of these lots for the purposes of the building, and of course could not be, without an opportunity of observing practically the working of the institution. I therefore respectfully refer to the report of the collector. This report is marked H.

Another resolution inquires whether there are any outstanding claims of title to any other part of said hospital square?

I have heard, but I am unable to ascertain with any certainty, that there are some outstanding “Colton grants.” There were also grants of this nature of lots Nos. 5 and 6, but they have been gotten in and held by the claimants. I must here remark that the “Colton grants”

are considered of no validity whatever. In no single instance have they ever been supported, and even when known to be outstanding, they are not considered as any cloud or shade whatever upon title, and are never noted in any abstracts. I state this as a matter of general and familiar professional knowledge to the bar of this city.

I beg further to call your attention to the fact that an attempt was made by some of the military officers of the general government to set off these lots, among much other land, as a reserve for government purposes. But I can find no authority, neither general nor specific, for any such action on their part, and for want of power their proceedings must be invalid. I ask to forward with this a copy of the statement of Major E. D. Keyes, who was an actor in the matter, which gives full information on the subject. (Copy marked I.)

I have reported upon all matters connected with the original city title to this land, and with the proceedings by which it is alleged that title was divested. You will observe that the sheriff's sales of the city interest, and the conveyances under the sales, were of the date of 23d of October, 1851, whilst the conveyance from the city to the United States was not made until December 11, 1852.

The abstract of title from the purchasers at sheriff's sales to the present claimants is satisfactory, with the exception that there are some outstanding incumbrances to a small amount. These, of course, will be removed if the government deems it necessary to purchase the interest of the claimants.

I return the papers which you sent to me for the purposes of this report. They are designated by numbers. The papers which are now for the first time sent to you are marked alphabetically.

Respectfully submitted.

P. DELLA TORRE,
United States Attorney.

Hon. J. S. BLACK,
United States Attorney General.